



Frozen Semen Agreement 20_____

<p>SEMEN OWNER OR AUTHORIZED AGENT INFORMATION</p> <p>Owner: _____</p> <p>Owner Address: _____ _____</p> <p>Phone number: _____ -Home _____ -Cell</p> <p>Email Address: _____</p> <p>Authorized Agent: _____</p> <p>Phone number: _____ -Home _____ -Cell</p>	<p>RESPONSIBLE PARTY (IF DIFFERENT FROM SEMEN OWNER/AGENT)</p> <p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone number: _____ -Home _____ -Cell</p> <p>Email Address: _____</p>
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FROZEN SEMEN AGREEMENT

<p>STALLION INFORMATION</p> <p>Registered Name: _____</p> <p>Registration Number: _____</p> <p>Breed: _____</p> <p>Insured? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Agency: _____</p> <p>Contact Information: _____ _____</p>	<p>SERVICES</p> <p><input type="checkbox"/> Semen Freezing & Storage</p> <p><input type="checkbox"/> Frozen Semen Storage ONLY (i.e. Frozen semen doses owned/purchased by mare owner shipped to Bandalero Ranch for storage/breeding purposes)</p> <p><input type="checkbox"/> Semen Freezing for Shipment</p>
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SEMEN DISPERSAL AFTER August 1ST OF _____

Continual Storage of semen @ Bandalero Ranch

Return Semen to : _____

Destroy Semen Not Used During Breeding Season

This Frozen Semen Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between Rogers Bandalero Ranch ("BR"), and the Frozen Semen Owner, identified on the intake sheet attached hereto. BR agrees to provide service(s) selected on the intake sheet by the Frozen Semen Owner in accordance with the following terms.

1. **AUTHORITY.** The person signing this Agreement represents and warrants that he/she is the true and lawful owner of the frozen semen, or if not the owner, then has actual authority to act as owner's agent for purposes of entering into this Agreement, and to make any and all decisions, (hereafter collectively referred to as the "Semen Owner"). The signatory shall be fully responsible for all charges incurred under this Agreement and shall indemnify, and defend and hold harmless BR from any and all claims, of every kind and nature, arising as a result of or in connection with this Agreement (including any claim that such person lacked the right or authority to execute this Agreement on behalf of the true owner).
2. **TERMS FOR FROZEN SEMEN STORAGE:**
 - a. BR agrees to store frozen semen from said stallion listed on the intake sheet for use in reproductive procedures and/or long-term storage.
 - b. Beginning the first of the following month that semen has been stored, storage fees will be applied. Billing will occur after the semen has been stored. Bills will be generated in January of every year.
 - c. BR reserves the right to adjust prices accordingly as material costs increase or storage procedures changes. Rate changes shall become effective after at least ten (10) days written notice from BR to Frozen Semen Owner at address entered on the intake sheet. Semen Owner agrees to pay all charges associated with shipment of semen to/from BR. The Semen Owner also agrees to pay any express mail courier/airline shipping charges, courier service charges, and return freight charges. Insurance during shipping must be organized in advance through the shipping entity. BR does not provide insurance.
 - d. BR shall make every effort to maintain the frozen semen in proper storage conditions pursuant to this agreement, with proper care, handling, and protection according to reasonable standards and practices of the equine industry.
 - e. BR makes no guarantees. The Semen Owner agrees to assume all responsibility for the frozen semen and shall bear all risk of loss or damage to the frozen semen, whether by loss, infection, theft, or otherwise and by any cause whatsoever, and agrees to hold BR harmless on any and all damages associated therewith.
3. **RETRIEVAL PROCEDURE.** The Semen Owner agrees to pay **all charges in full** before removing the frozen semen. At least one-week advance notice **MUST** be given prior to shipment of the frozen semen to allow preparation of shipper and required paperwork. **Frozen semen will not be released if insufficient notice is given or the bill is not paid prior to departure.** The Semen Owner is required to make transportation arrangements for frozen semen between the hours of 9:00 am and 5:00 pm local time Monday through Friday.
4. **LATE FEES & REMEDIES.** All invoice balances are payable within thirty (30) days of monthly or final invoice. **AFTER THIRTY (30) DAYS FROM BILLING DATE, A \$250 HANDLING FEE AND INTEREST OF 5% PER MONTH ON THE OUTSTANDING BALANCE WILL BE ASSESSED.** In the event Frozen Semen Owner fails to bring late invoices current, BR may, in its discretion, send final notice providing ten (10) days written notice to cure via certified mail. Regardless of whether or not Frozen Semen Owner accepts receipt of final notice, if Frozen Semen Owner has not cured within thirty (30) days of the mailing of the final notice BR may terminate this Agreement unilaterally and

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deem any semen in its possession abandoned and sell or dispose of it as deemed desirable by BR with the proceeds, if any, being retained by BR. Notwithstanding the forgoing, the Frozen Semen Owner shall pay all costs and reasonable attorneys' fees incurred by BR in attempting to collect any outstanding balance.

- 5. **INSURANCE.** Semen Owner is responsible for any insurance desired on the frozen semen. BR does not provide insurance.
- 6. **NO ASSIGNMENT.** This Agreement is non-transferable. If the frozen semen is sold, all unpaid fees become immediately due and payable and no refunds will be made.
- 7. **EARLY TERMINATION.** BR reserves the right to discontinue service at its discretion and to terminate this Agreement upon ten (10) days' advance written notice to Semen Owner.
- 8. **CHOICE OF LAW, COMPLIANCE & VENUE.** Each party agrees to comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the District Court in and for County of Pima, Arizona.
- 9. **TEMPORARY AGENCY FOR BRAND INSPECTION.** If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Agreement, Semen Owner hereby authorizes and appoints BR to execute any required documents on Semen Owner's behalf.
- 10. **ENTIRE AGREEMENT & AMENDMENTS.** This Agreement constitutes the entirety of the terms between the parties and supersedes any previous agreements, understandings, or agreements of the parties, whether oral or written, concerning the subject matter of this Agreement. No services other than those expressly stated in this Agreement will be provided by BR without an express, written, and signed amendment to this Agreement.

By signing below, I acknowledge and agree to comply with the terms and conditions stated above. Further, I authorize BR to act as temporary agent on my behalf should the Stallion, and/or Mare being bred with frozen semen, her foal and/or pregnant recipient require emergency medical or surgical treatment and I authorize the release of medical and/or financial information from the treatment center in such an event to BR.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year set forth first above.

Signature of Semen Owner/Agent

Signature of Rogers Bandalero Ranch Authorized Representative Agent

Print Name

APPROVED BY: _____ DATE: _____